Case 19-15257-elf Doc 57 Filed 03/21/21 Entered 03/22/21 00:45:36 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

Case No. 19-15257-elf In re:

Ronnie E. Payne Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2 Date Rcvd: Mar 19, 2021 Form ID: pdf900 Total Noticed: 6

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 21, 2021:

Recip ID Recipient Name and Address

+ Ronnie E. Payne, 215 E. Cliveden Street, Philadelphia, PA 19119-2312

+ SPECIALIZED LOAN SERVICING LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111-4720 cr

+ Specialized Loan Servicing LLC, 14841 Dallas Parkway, Suite 425, Dallas, TX 75254-8067 cr + Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129-2386 cr

+ Wells Fargo Bank, N.A., c/o THOMAS YOUNG HAE SONG, 1617 JFK Blvd. Suite 1400, Philadelphia, PA 19103-1814 cr

TOTAL: 5

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern

Standard Time

Recip ID Notice Type: Email Address Date/Time Recipient Name and Address

Email/PDF: gecsedi@recoverycorp.com

Mar 20 2021 04:06:26 Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA

23541-1021

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 21, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 19, 2021 at the address(es) listed below:

Email Address

CHRISTOPHER A. DENARDO

on behalf of Creditor Specialized Loan Servicing LLC pabk@logs.com_logsecf@logs.com

DAVID B. SPITOFSKY

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District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Mar 19, 2021 Form ID: pdf900 Total Noticed: 6

on behalf of Debtor Ronnie E. Payne spitofskybk@verizon.net spitofskylaw@verizon.net

KRISTEN D. LITTLE

on behalf of Creditor Specialized Loan Servicing LLC pabk@logs.com klittle@logs.com;logsecf@logs.com

KRISTEN D. LITTLE

on behalf of Creditor SPECIALIZED LOAN SERVICING LLC pabk@logs.com klittle@logs.com;logsecf@logs.com

REBECCA ANN SOLARZ

on behalf of Creditor American Heritage Credit Union bkgroup@kmllawgroup.com

THOMAS YOUNG.HAE SONG

on behalf of Creditor Wells Fargo Bank N.A. paeb@fedphe.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Ronnie E. Payne <u>Debtor(s)</u>	CHAPTER 13
AMERICAN HERITAGE CREDIT UNION Movant vs.	NO. 19-15257 ELF
Ronnie E. Payne <u>Debtor(s)</u>	
William C. Miller Esq. <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$2,428.88, which breaks down as follows;

Post-Petition Payments:

August 2020 through March 2021 at \$303.61/month

Total Post-Petition Arrears \$2,428.88

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within twenty (20) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$2,428.88.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$2,428.88 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due April 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$303.61 (or as adjusted

pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9.	The parties agree that a	facsimile signature shall	l be considered an	original signature.
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Date:	March 9, 2021	/s/ Rebecca A. Solarz, Esquire
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Rebecca A. Solarz, Esquire Attorney for Movant

Date: 3/9/2021

David B. Spitofsky Fsq. Attorney for Debtor(s)

Date: March 17, 2021

/s/ LeRoy W. Etheridge, Esquire, for*

William C. Miller, Esq. Chapter 13 Trustee

*No objection to its terms, without prejudice to any of our rights and remedies

ORDER

Approved by the Court this __ day of ______, 2021. However, the court retains discretion regarding entry of any further order.

Date: 3/19/21

Bankruptcy Judge Eric L. Frank